



Department of Purchasing & Contract Compliance

Felicia Strong-Whitaker, Interim Director

REQUEST FOR E-QUOTE NUMBER: 13RD89926B

PROJECT TITLE: Electrical Bulb Replacement, Repair & Upgrade Lighting System
Department of Planning & Community Services/Parks & Recreation

DUE DATE: 9/23/2013

WILL BE RECEIVED UNTIL: 2:00 P.M.

LAST DAY FOR QUESTIONS: 9/20/2013

BIDDERS MAY SUBMIT REQUESTS FOR CLARIFICATION OR QUESTIONS REGARDING THIS E-QUOTE TO THE PURCHASING CONTACT PERSON LISTED BELOW. ANY REQUEST SHALL ONLY BE SUBMITTED IN WRITING (FAX OR EMAIL). ALL RESPONSES TO WRITTEN REQUEST(S) WILL BE DISTRIBUTED AS ADDENDA TO THIS E-QUOTE AND POSTED ON THE FULTON COUNTY WEBSITE AT www.fultoncountyga.gov.

THE COUNTY WILL NOT RESPOND TO REQUESTS RECEIVED AFTER 9/23/2013 AT 2:00 P.M.

E-QUOTE RESPONSES MUST BE SUBMITTED ONLINE AT www.fultonvendorselfservice.co.fulton.ga.us. BY THE DATE AND TIME INDICATED. You must be a registered vendor in order to respond to E-QUOTES.

ANY QUESTIONS REGARDING PURCHASING PROCEDURES OR THE SPECIFICATIONS SHOULD BE ADDRESSED ONLY TO THE PURCHASING CONTACT PERSON LISTED BELOW VIA EMAIL ONLY. NO PHONE CALLS WILL BE ACCEPTED. BIDDERS MAY NOT HAVE CONTACT WITH COUNTY OFFICERS, ELECTED OFFICIALS OR COUNTY EMPLOYEES REGARDING THIS BID PRIOR TO AWARD OF PURCHASE ORDER. VIOLATION OF THIS INSTRUCTION WILL RESULT IN YOUR BID BEING FOUND NON-RESPONSIVE.

CONTACT NAME:

Rodney E. Dority

E-MAIL ADDRESS:

rodney.dority@fultoncountyga.gov

FAX NUMBER:

(404) 893-1734

All information requested on this sheet must be completed. Unless specifications indicate "NO SUBSTITUTE", items determined by Fulton County to be "EQUAL OR BETTER" will be given full consideration. All prices QUOTED must be "FOB DELIVERED" unless otherwise requested, and must be submitted in the format requested. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.

REQUEST FOR QUOTE
GENERAL TERMS AND CONDITIONS

The following provisions are hereby made a part of this Request for Quote ("E-QUOTE"). Any contract or purchase order awarded as the result of this request shall be governed by these General Terms and Conditions. By submission of your responses to this e-quote, vendor agrees to furnish the product(s) and/or service(s) pursuant to these conditions.

1. **GENERAL.** These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract or purchase order by indicating a change in the special instructions or provisions. **Any vendor accepting a purchase order award as the result of this request agrees that the provisions included within this Request for E-Quote shall prevail over any conflicting provision within any standard form contract of the vendor.**
2. **SUBMISSION OF RESPONSES.** Responses must be submitted for e-quotes on-line via the Vendor Self Service system at <https://fultonvendorselfservice.co.fulton.ga.us/webapp/VSSPROD/Advantage>. Response to e-quotes must be received no later than 2:00 p.m. on the date indicated.
3. **AMENDMENTS TO THE REQUEST FOR E-QUOTE.** Any amendment to pricing is valid only if in writing and issued by the County.
4. **ADDENDUM.** Revision to the Request for E-Quote issued by the County prior to the receipt of bids.
5. **NON-COLLUSION.** Bidder certifies that this bid is made without prior understanding, agreement or connection with any other corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. Bidder further understands collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards. Bidder agrees to abide by all conditions of this bid and certifies that person signing is authorized to sign this bid or proposal for the bidder.
6. **CONFLICT OF INTEREST.** Vendor states that no County officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the resulting contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the County.
7. **BASIS OF AWARD.** The County shall award to the overall lowest responsible and responsive vendor complying with the provisions of the Request for E-Quote. The following criteria may be considered by the County in selecting the most advantageous quote: a) Ability to perform the service required within the specified time; b) Conformance to specification; c) The quality of performance in previous contracts; d) Financial ability to perform the contract; e) Item pricing; f) vendor references. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.
8. **SAMPLES.** Samples of items when required, must be furnished free of expense to the County and upon request, be returned to the Vendor at the Vendor's expense. Samples of selected items may be retained for comparison purposes.
9. **NEW.** All items bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.
10. **BRAND NAME SPECIFICATIONS AND APPROVED EQUIVALENTS.** Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in the specifications are intended only to identify the quality and characteristics desired. They are not intended to limit competition. The Vendor may offer any equivalent product which meets or exceeds the specifications. If quotations are based on equivalent products, the quote must: a) Indicate the alternate manufacturer's name and catalog number; b) Include complete descriptive literature and/or specifications; c) Include proof that the proposed equivalent will meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable to meet its needs in all respects. If Bidder fails to name a substitute, goods identical to the published standard must be furnished.
11. **INDEMNIFICATION.** Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors,

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successors, assigns or agents, or otherwise in connection with it's acceptance, of the performance, or nonperformance, of it's obligations under this agreements.

12. **TAXES.** Fulton County is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.
13. **DELIVERY.** All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
14. **RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT.** If any item furnished by the Vendor fails to conform to specifications, or to the sample submitted by the Vendor, the County may reject it. Upon rejection, the Vendor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the Vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual cost to the County. If the Vendor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual replacement cost to the County. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the purchase order.
15. **INVOICES AND PAYMENT TERMS.** Invoices are to be mailed to the County department specified on the resulting purchase order or master agreement. All invoices must include the purchase order number or master agreement number. Failure to comply may result in delayed payments. The County payment terms are Net 30 days unless a cash discount is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County and the correct invoice is received in the office specified on the purchase order.
16. **LEGAL REQUIREMENTS.** Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of quote and disputes about quotes. Lack of knowledge by any Vendor about applicable law is not a defense.
17. **ASSIGNMENT.** Any purchase order awarded shall not be assignable by the Vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.
18. **REJECTION OF BID.** Bids may be considered irregular and may be rejected if they show omissions, alternations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. The County reserves the right to waive minor technicalities or irregularities of bid.
19. **TERMINATION.** In the event any of the provisions of the purchase order are violated, the County may serve written notice of its intention to terminate the purchase order. Such notice will state the reason(s) for such intention, and unless within ten (10) days after serving notice upon the contractor, such violation has ceased and satisfactory arrangements for correction made, the purchase order shall, upon expiration of ten (10) days, be terminated. Further, the County reserves the right to terminate for its convenience any purchase order in whole or in part upon giving thirty (30) days prior written notice to the other party.
20. **DEBARMENT.** If a Bidder is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency which prohibits your firm from participating in any procurement, the Bidder must provide the County with that information as part of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in the disqualification of your bid from consideration or termination of the purchase order, once awarded.
21. **RIGHT TO PROTEST.** Any actual or prospective Bidder who is aggrieved in connection with a solicitation or award of a contract/purchase order must submit its protest in writing to the Director of Purchasing & Contract Compliance, 130 Peachtree St. S.W., Suite 1168, Atlanta, GA 30303. A protest must be submitted to the Director of Purchasing & Contract Compliance in writing within 14 days after such aggrieved entity knows or should have known of the solicitation, the award of contract/purchase order to another or other acts giving rise to a protest. An oral protest or a protest to an official, employee, user department, or other person apart from the Director of Purchasing does not comply with Fulton County Code Section 2-324 and does not toll the protest time period.
22. **BINDING AUTHORITY.** The individual submitting this E-QUOTE must have binding authority to submit contracts on behalf of the responding company. By submitting a response, vendor agrees that their quote is an offer to sell. All bidders shall comply with all Fulton County purchasing laws, policies, and procedures, as well as relevant state and federal laws, including compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act.

REQUEST FOR E-QUOTE SPECIFICATIONS

Electrical Bulb Replacement, Repair & Upgrade Lighting System Department of Planning & Community Services/Parks & Recreation

1. DESCRIPTION

The Fulton County Department of Purchasing and Contract Compliance is soliciting quotes from qualified vendors to provide Fulton County Department of Planning & Community Services/Parks & Recreation with service to re-bulb, repair or upgrade lighting systems on athletic fields, tennis courts and other outdoor facilities on an as needed, when needed or if needed basis. Service contract will be for a twelve-month period.

2. CONTACT PERSON

Please contact Rodney E. Dority, Procurement Officer by e-mail rodney.dority@fultoncountyga.gov or Fax (404) 893-1734 only, with any procedural or technical questions. All questions should be submitted in writing to the Purchasing contact person via email only. No phone calls will be accepted. Any responses made by the County will be provided in writing to all Bidders by addendum. No verbal responses shall be authoritative.

You must be registered in the County's AMS System in order for the Department of Purchasing & Contract Compliance to issue your company a Purchase Order or to receive payments. If you are not a registered vendor you may access and complete the vendor application via the County's Vendor Registration website (www.fultonvendorelfservice.co.fulton.ga.us). You must provide a copy of your current Business License in order to complete the vendor registration process.

If your company is a registered vendor, you can respond to all quotes on line and in real time on this website.

3. PRODUCT and SERVICE SPECIFICATIONS

The successful contractor will be required to perform the following tasks:

- Furnish all labor, equipment and material (except bulbs) to place lighting system and equipment in safe operating conditions.
- Pick up bulbs on an "as, when or if" needed basis at the South Parks Service Center. (Fulton County will furnish any needed bulbs).
- Responsible for system and all lights to be operating safely when bulb replacements and repairs are completed.
- Furnish Fulton County Department of Planning & Community Services/Parks & Recreation with a detailed, itemized listed, with invoice showing hours per site and if requested, copies of invoices for material used.
- Obtain all permits and inspections for any job as needed and furnish Fulton County with copy.

- Have an inventory of, or have immediate access to the proper equipment necessary for the installation and maintenance of outdoor lighting systems.
- Provide immediate emergency service and repair to any part of lighting system, 7 days a week, 24 hours per day.
- Have a minimum of three (3) workers per bulb replacement job.
- Have a valid Master Electrician's License for the State of Georgia and must maintain license for the duration of the contract.
- Copy of License to accompany all quotes and failure to do so may deem quote as "non-responsive."

4. PRICING SHEETS

Cost of labor to be performed and equipment charge pursuant to this proposal shall be:

Cost per hour – per item

- Labor per hour, per worker to include service truck. (Bucket Truck: @ least 60 ft.)
\$ _____
- Labor per hour, per worker to include service truck. (*Line Truck*)
\$ _____
- Cost per hour for after-hours \$ _____
- Minimum Hours charged per service call: Hours _____

5. SPECIAL CONDITIONS/INSTRUCTIONS

Work under this project shall be performed at the direction of the Director of the Department of Planning & Community Services/Parks & Recreation or his/her delegate and will establish the priority on work to be performed.

Only contractors and companies engaged in and specializing in outdoor lighting systems with a minimum of three (3) years of experience in athletic field lighting, both overhead

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and underground will be considered. Quoter shall submit three (3) references including the name, address, telephone number and point of contact where the same or similar services have been performed with quote response. Fulton County may make such investigations as it deems necessary to determine the ability of the quoter to perform such work, and reserves the right to reject any quote if evidence fails to indicate that the quoter is qualified to carry out the obligation of the contract and to complete the work satisfactorily.

INVOICE POLICY

Invoices should be sent to the address below to expedite payment of invoices.

Fulton County Department of Planning & Community Services/Parks & Recreation
Attn: Yolanda Ward
5440 Fulton Industrial Blvd
Atlanta, GA 30336

Invoices submitted against the contract must include the purchase order number, department name and contact person for whom order was delivered, date of delivery and photocopy of signed delivery receipt, item number(s) and item description(s), and net prices. Invoices must be submitted in a timely manner.

Invoices will be returned when one of the following conditions exists:

- A. Invoice does not contain all the required information.
- B. Price on the invoice does not correspond to the quote price.

Fulton County will consider the following criteria, where applicable, in determining the most responsible vendor for contract award:

- A. Item unit pricing.
- B. Product specifications Brand requirements.
- C. Ability of the vendor to meet the delivery schedule.
- D. Any other criteria which will materially affect the critical need of receiving products as/when needed.
- E. Compliance with Fulton County guidelines.
- F. Compliance with all other terms and conditions required in this specification.

6. INSURANCE & RISK MANAGEMENT PROVISIONS
Attachment

Electrical bulb replacement, Repair & Upgrading Lighting System

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INSURANCE & RISK MANAGEMENT PROVISIONS

INSURANCE REQUIREMENTS: Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia and acceptable to Fulton County. Insurance coverage must be current from time of award through the period of final acceptance from Fulton County. The following requirements shall apply.

Policies and/or certificates certifying policies are to contain an agreement that the policies will not be changed and/or canceled without a ten (10) day prior notice to Fulton County, as evidenced by return receipts of registered or certified letters.

Each respondent shall submit with the bid/proposal, evidence of insurability satisfactory to the County as to form and content. Either of the following forms of evidence are acceptable:

- a. A letter from an insurance company stating that upon your firm/company being the successful bidder/respondent that a Certificate of Insurance shall be issued in compliance with the Insurance Requirements outlined below.
- b. A Certificate of Insurance complying with the Insurance Requirements outlined below.

Upon award, the Contractor must maintain, at their expense, insurance in at least the following amounts and types outlined below. Any and all Insurance and Bonds required by this contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of the County.

The Contractor shall insure that the Request for Bid/Proposal number and Project Description appear on the Certificate of Insurance.

The Certificate of Insurance shall identify the Certificate Holder as:

Fulton County Government – Purchasing Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

1. WORKERS COMPENSATION – STATUTORY (In compliance with the Georgia Workers Compensation Act)

EMPLOYER'S LIABILITY	BY ACCIDENT - EACH ACCIDENT	-	\$500,000.
INSURANCE	BY DISEASE - POLICY LIMIT	-	\$500,000
(Aggregate)	BY DISEASE - EACH EMPLOYEE	-	\$500,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability	Each Occurrence	-	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	-	\$2,000,000
Products\Completed Operation	Aggregate Limit	-	\$1,000,000

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Personal and Advertising Injury	Limits	-	\$1,000,000
Fire Damage	Limits	-	\$ 100,000
3. BUSINESS AUTOMOBILE LIABILITY INSURANCE			
Combined Single Limits (Including operation of non-owned, owned, and hired automobiles).	Each Occurrence	-	\$1,000,000
4. ELECTRONIC DATA PROCESSING LIABILITY (Required if computer contractor)			
	Limits	-	\$1,000,000
5. UMBRELLA LIABILITY (In excess of above noted coverage's)			
	Each Occurrence	-	\$3,000,000
6. PROFESSIONAL LIABILITY (Required if respondent providing quotation for professional services).			
	Each Occurrence	-	\$5,000,000
7. FIDELITY BOND (Employee Dishonesty)			
	Each Occurrence	-	\$100,000

Insurance in no way Limits the Liability of the Respondent.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The successful contractor will agree to indemnify, save harmless and defend the County, its agents, servants, and employees from all lawsuits, claims, demands, liabilities, losses and expenses for or on account of any injury or loss in connection with the work performed under this contractor: Provided, however the contractor shall not be liable for any damages resulting from the sole negligent or intentional acts or omission of the County and its employees, agents or representatives.

THE RESPONDENT ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY: _____ **SIGNATURE:** _____

NAME: _____ **TITLE:** _____ **DATE:** _____

In the event of price change during calendar year, such an increase must be properly documented by vendor, and a thirty (30) day notice must be given before new prices become effective. Fulton County Parks & Recreation reserves the right to accept the price increase as submitted or cancel the service contract in whole or in part prior to the effective date of the price increase.

No person, firm or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communications regarding this solicitation with any County Officer, Elected Official, Employee, or Designated County Representative, between the date of the issuance of this solicitation and the date of the final contract award by the authorized and permitted by the terms and conditions of this solicitation.

All verbal and written communications initiated by such person, firm or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to () at (404) .

Any violation of this prohibition of the initiation or continuation of verbal or written communication with County Officers, Elected Officials, Employees or Designated County Representative; shall result in a written finding by the Purchasing Agent that the submitted quote or proposal of the person, firm or business entity in violation is not responsive and same shall not thereafter be considered for award.

Fulton County will have a minimum of ninety (90) days to process an award at the prices quoted. Issuance of a contract will bind the quote for the award date through end of full calendar year.

General Requirements

The vendor shall list on a separate sheet of paper any variations from or exceptions to the conditions and specifications of this request for quote. This sheet shall be labeled "Exceptions to Quote Conditions" and shall be attached to quote.

Award

Quote award will be made to the lowest responsive, responsible vendor. The quality of the articles to be supplied, their conformity with the specifications, the suitability to requirements, delivery terms, conditions and any guarantee clauses shall be taken into consideration.

Fulton County reserves the right to award this quote in whole or in part to one or several vendors and the right to cancel any award made anytime with a thirty (30) day notice.

Remarks or Exceptions to Specifications
